

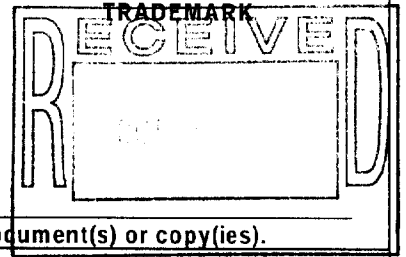
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10-29-1999



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U.S. Department of Commerce
Patent and Trademark Office



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
4 1 96

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
4 1 96

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

0/28/1999 DNGUYEN 00000309 2028744

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 001981 FRAME: 0600

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,028,744"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kevin J. Kuzas
Name of Person Signing

Kevin J. Kuzas
Signature

10/25/99
Date Signed

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is dated as of the 1st day of April, 1996, by and between Assignor as listed on Schedule A attached hereto and incorporated herein by reference and Assignee, a Delaware corporation as listed on Schedule A attached hereto and incorporated herein by reference.

BACKGROUND

The Background of this Agreement is as follows:

- A. The Assignor owns all of the issued and outstanding shares of Assignee's capital stock.
- B. Assignor formed Assignee for the purpose (among others) of owning and managing certain intangible property, including intellectual property, newspaper Mastheads (as defined herein) and other intangible assets which Assignor may assign to Assignee from time to time.
- C. Under this Agreement, Assignor contributes and assigns certain newspaper Mastheads (as defined herein) to Assignee to own and manage.
- D. The parties hereto intend that the contributions and assignments hereunder will be entitled to nonrecognition treatment under Section 351 and other provisions of the Internal Revenue Code of 1986, as amended.

AGREEMENT

In consideration as described herein and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Contribution and Assignment of Mastheads. The Assignor hereby absolutely, irrevocably, and unconditionally contributes, assigns, conveys, and transfers to the Assignee certain newspaper mastheads, trademarks, trade dress, trade names, service marks and other property rights relating thereto, together with all goodwill associated therewith, and all existing registrations owned by Assignor and any and all rights to registration thereof, all as more particularly set forth on Schedule B hereto (referred to herein as "Mastheads"). The effective date of the contribution and assignment of the Mastheads shall be April 1, 1996.

2. Representations and Warranties of Assignor. The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

a. That Assignor is a duly organized and validly existing corporation under the laws of its respective state as specified in Schedule A attached hereto.

b. That the Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the Mastheads have not been previously conveyed, sold, transferred or pledged by the Assignor.

3. Representations and Warranties of the Assignee. By executing the Acceptance hereto, the Assignee represents and warrants to and covenants with the Assignor as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignee has full right and authority to enter into and perform its obligations under this Agreement.

4. Additional Documents. The Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Assignment to the fullest extent the Assignor may do so without violating or being in default under any applicable law or under any other agreement to which the Assignor is a party.

5. Notices. All notices under this Agreement shall be in writing and delivered personally or by overnight courier, or by fax, or mailed by certified mail, postage pre-paid, return receipt requested, addressed to the parties to this Agreement at their addresses listed on Schedule A attached hereto. Should a party to this Agreement change address without providing notice of the new address in accordance with this provision, notice shall be deemed delivered upon the attempt of delivery at the last designated address of such party.

6. Governing Law - Assignment - Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, shall not be assigned by either party, and may be amended only by a written amendment signed by both parties hereto.

The Assignor has executed this Assignment Agreement as of the date provided above.

ASSIGNOR:

GANNETT CO., INC.

By: _____

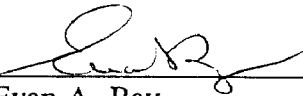
Name: *Thomas L. Chapple*

Title: *Secretary*

ACCEPTANCE OF ASSIGNMENT AGREEMENT

The undersigned, being the President of Assignee (as set forth in Schedule A attached hereto and incorporated herein), does hereby acknowledge and accept the foregoing Assignment Agreement dated as of April 1, 1996.

ASSIGNEE:

By: 

Evan A. Ray
President

Dated: As of April 1, 1996

SCHEDULE A

ASSIGNOR: Gannett Co., Inc., a Delaware corporation

ADDRESS: 1100 Wilson Boulevard
Arlington, Virginia 22234

ASSIGNEE: Media West - RDC, Inc.

ADDRESS: 50 West Liberty Street
Suite 802
Reno, Nevada 89501
Telephone: (702) 785-2100
Fax: (702) 785-2119

SCHEDULE B

[See Attached List of Mastheads]

Democrat and Chronicle

TIMES-UNION

The News Journal